AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
REPRESENTING EMPLOYEES IN THE
DEPARTMENT OF COMMUNITY AND HUMAN SERVICES
MENTAL HEALTH, CHEMICAL ABUSE AND DEPENDENCY SERVICES DIVISION

ARTICLE 1: PURPOSE 1
ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION 1
ARTICLE 3: RIGHTS OF MANAGEMENT 3
ARTICLE 4: WAIVER AND COMPLETE AGREEMENT 4
ARTICLE 5: SAVINGS CLAUSE 4
ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY 4
ARTICLE 7: WORK STOPPAGES AND EMPLOYER PROTECTION 5
ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS 5
ARTICLE 9: GRIEVANCE PROCEDURE 5
ARTICLE 10: REDUCTION-IN-FORCE/LAYOFF/RECALL 9
ARTICLE 11: HOURS OF WORK 10
ARTICLE 12: VACATIONS 12
ARTICLE 13: SICK LEAVE 14
ARTICLE 14: HOLIDAYS 19
ARTICLE 15: EMPLOYEE RIGHTS 20
ARTICLE 16: MISCELLANEOUS 21
ARTICLE 17: WAGE RATES 23
ARTICLE 18: DURATION 24
ADDENDUM A: WAGES
ADDENDUM B: MEMORANDUM OF AGREEMENT ADDRESSING THE 2011 BUDGET CRISIS

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These articles constitute an agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing hereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County and to expressly set forth in writing the negotiated wages, hours, and working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters.

ARTICLE 2: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION

Section 1. The County recognizes the signatory organization as representing their members whose job classifications are listed in the attached Addendum A.

Section 2.

A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the

bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the signatory organization. Provided, however, that employees shall be given the option of refusing Union membership but shall be required to pay to the Union an amount equal to Union dues and fees as agency fees.

B. Provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate that bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations, in which case the employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

Section 3. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee, the amount of initiation fees, dues or other fees as certified by the secretary-treasurer of the signatory organization and shall transmit same to the secretary-treasurer of the signatory organization.

The signatory organization will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 4. Failure by employees to abide by the above provisions shall constitute cause for discharge of such employees; provided that when an employee fails to fulfill the above obligations the Union shall provide the employee and the County with thirty (30) days notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue.

Section 5. The County will upon request transmit to the Union, not more than twice a year, a current listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job classification and department or unit.

Section 6.

A. Authorized representatives of the Union, including shop stewards, may have reasonable access to its members in County facilities for transmittal of information or representation purposes, as long as the work of the county employees and services to the public are unimpaired.

B. The Union shall be allowed to provide a bulletin board for its exclusive use and shall be allowed to place same in a common work location of the bargaining unit. Notices and announcements shall not contain anything political or reflecting adversely upon the County, any of its employees, or any labor organizations among its employees.

C. The Union shall have the right to appoint stewards within departments where its members are employed under the terms of this Agreement. The department shall be furnished with the names of stewards so appointed. The steward shall be allowed a reasonable time to investigate grievances during regular working hours providing the work of the County employees in providing service to the public is not interrupted.

D. A negotiating committee, consisting of three (3) persons may be selected from amongst the bargaining unit employees by the Union. Such employees may be released during work hours to attend negotiations, provided that no overtime pay obligations shall result from participation of employees in negotiations.

Section 7. The County will require all new employees, hired into a position included in the bargaining unit, to sign a form (in triplicate) which will inform them of the Union's exclusive recognition. (One copy of the form will be retained by the County, one by the employee and the original sent to the Union). The County will notify the Union of any employee leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in King County subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the County in accordance with such policy or procedures as the County from time to time may determine.

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

ARTICLE 5: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of Competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

The employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, or any sensory, mental or physical handicap. Allegations of violations of this Article may be submitted through Step 3 of the grievance procedure set forth in Article 9 of this Agreement.

ARTICLE 7: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. The employer and the signatory organization agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the signatory organization agrees to take appropriate steps to end such interference. Any concerted action by an employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2. Upon notification in writing by the County to the signatory organization that any of its members are engaged in a work stoppage, the signatory organization shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the signatory organization shall publicly order such signatory organization employees to cease engaging in such a work stoppage.

Section 3. Any employee who commits any act prohibited in this section will be subject in accord with the County's Work Rules to the following action or penalties:

1. Discharge.
2. Suspension or other disciplinary action as may be applicable to such employee.

Section 4. There shall be no lockouts during the life of this agreement.

ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

Section 1. King County presently has in effect group medical, dental, and life insurance plans for its employees, and agrees to maintain participation in the plans as determined by the Labor Management Insurance Committee or its successor.

ARTICLE 9: GRIEVANCE PROCEDURE

King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following

procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievance.

Section 1. Definition. Grievance - An allegation of a violation or misapplication of rights, benefits, or conditions of employment as contained in this Agreement.

Section 2. Procedure.

Step 1. A grievance shall be presented in writing by the aggrieved employee and representative, if the employee wishes, within fourteen (14) calendar days of the occurrence of such grievance to the Supervisor on duty. The grievance shall specify the Article and Section of the collective bargaining agreement that has been violated. The Supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee in writing, a copy of which shall be sent to the Union, within seven (7) calendar days. If a grievance is not pursued to the next higher level within fourteen (14) calendar days of receipt of the Supervisor's response, it shall be presumed resolved. The parties agree that a grievance may be amended prior to Step 2.

Step 2. If, after thorough discussion with the Supervisor, the grievance has not been satisfactorily resolved, the grievance shall then be presented to the Crisis and Commitment Service Coordinator. All letters, memoranda, and other written materials shall be made available for the review and consideration of the Crisis and Commitment Service Coordinator. The Coordinator may interview the employee and/or representative and receive any additional related evidence which may be deemed pertinent to the grievance. The Coordinator shall make a written decision available to the grievant and the Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level within seven (7) calendar days of receipt of the Coordinator's response, it shall be presumed resolved.

Step 3. If, after thorough discussion with the Coordinator, the grievance has not been satisfactorily resolved, the written grievance shall then be presented to the Division Director. All letters, memoranda, and other written materials shall be made available for the review and consideration of the Division Director. The Division Director may interview the employee and/or

representative and receive any additional related evidence which may be deemed pertinent to the grievance. The Division Director shall make a written decision available to the grievant and the Union within fourteen (14) calendar days. If the grievance is not pursued to the next higher level within seven (7) calendar days of receipt of the Division Director's response, it shall be presumed resolved.

Step 4. If, after thorough evaluation, the decision of the Division Director has not resolved the grievance to the satisfaction of the parties, the grievance may be presented by the Union to the Director of the Office of Labor Relations (OLR) or designee-the assigned labor negotiator in OLR. All letters memoranda, and other written materials related to the grievance shall be made available for the review and consideration of the Director or designee. The Director or designee will meet with the employee(s) who presented the grievance and the Union representative, if requested.

The Director or designee shall render a decision within fourteen (14) calendar days of the meeting or receipt of the written grievance, whichever is later.

Step 5. Mediation shall be the last step for disputes not eligible for arbitration as well as the step prior to arbitration for all other disputes, provided the County and the Union agree to mediate. The County and the Union will have thirty (30) calendar days from the mediation request date to schedule a mediation date.

A mediator shall be mutually agreed upon by the County and the Union. The mediated settlement shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent within the Department for any other dispute arising under this Agreement. If resolution is not reached in mediation, a grievance may be referred to arbitration if it concerns the proper application or interpretation of the Agreement.

Step 6. Either the County or the Union may request arbitration within thirty (30) days of the conclusion of mediation, or if there was no mediation, of the decision of) OLR, and must specify the exact question which it wishes arbitrated and the remedy sought. The County and the Union shall then select a third disinterested party to serve as an arbitrator.

In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association, or

WA State PERC or FMCS if agreed to by the parties. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The arbitrator, under voluntary labor arbitration rules of the Agency, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the specific, written provisions of this Agreement in reaching a decision.

The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne equally by both parties. Each party shall bear the cost of any witnesses appearing on that party's behalf. Additionally, each party shall bear the cost of its own attorneys' fees.

No matter may be arbitrated which the County by law has no authority over, has no authority to change, or has been delegated to any civil service commission or personnel board as defined in R.C.W. 41.56.

Section 3. All newly hired and promoted employees must serve a probationary period as defined in the Personnel Guidelines for the Career Service. As the Guidelines specify that the probationary period is an extension of the hiring process, the provisions of this Article will not apply to employees if they are discharged during their initial probationary period or are demoted during the promotional probationary period for not meeting the requirements of the classification. The provisions of this Article will not apply to the discharge of temporary and term-limited temporary employees as they are employed at-will. Grievances brought by temporary, term-limited or probationary employees involving issues other than discharge or demotion may be processed in accordance with this Article.

Section 4. If employees have access to multiple procedures for adjudicating grievances, then selection by the employee of one procedure will preclude access to other procedures; selection is to be made no later than at the conclusion of Step 4 of this grievance procedure.

Section 5. The time limits set forth herein may be extended upon written consent of both parties. Unless a written extension has been granted, failure of the grievant to pursue the grievance to

the appropriate step within the time limits set forth herein shall constitute a presumption that the matter is resolved. A grievance may be filed at any step that is mutually agreed upon in writing by the County and the Union. The Union and County may agree in writing to waive any of the above steps.

ARTICLE 10: REDUCTION-IN-FORCE/LAYOFF/RECALL

Section 1. Regular employees laid off as a result of a lack of work and/or shortage of funds shall be laid off according to seniority within classification as set forth in Section 4 of this Article; provided, however, employees serving in their initial probationary period shall be laid off prior to regular employees being laid off;

Section 2. Employees laid off shall be rehired in the inverse order of layoff; namely, those laid off last will be rehired first.

Section 3. The County agrees to notify the Union at least fourteen (14) calendar days in advance, in writing, of any anticipated reduction in force.

Section 4. Seniority shall be defined as follows:

Length of service within the bargaining unit/classification including hours worked as a temporary employee, as described below:

A. A career service employee in the bargaining unit who resigns and subsequently returns to a career service bargaining unit position shall have seniority restored, provided the break in service is twenty four (24) months or less.

B. Seniority shall continue to accrue during any compensated absence from service or during any leave of absence without pay for periods of thirty (30) calendar days or less.

C. Seniority shall be retained but shall not continue to accrue during that period of an authorized leave of absence without pay that exceeds thirty (30) calendar days.

D. All time worked as a temporary employee or term-limited temporary employee in a bargaining unit position during the immediately preceding twenty four (24) months prior to an appointment to a career service position shall be added to the employee's seniority upon such appointment. Employees other than regular career service employees do not otherwise accrue seniority.

ARTICLE 11: HOURS OF WORK

Section 1.

A. The establishment of reasonable work schedules and starting times is vested solely within the purview of department management, and may be changed from time to time provided a two (2) week prior notice of change is given. The two week prior notice provision shall not apply to changes of assignment (for example, Day shift assigned to Court Manager; Outreach Night reassigned to Harborview Night), the scheduling of vacation back-up or in other circumstances over which the department cannot exercise control. This provision shall not prevent employees from mutually agreeing to schedule changes with the approval of the department. In the exercise of its scheduling prerogative, department management will give priority to meeting the dictates of the workload. Employees will continue their participation in the development of the master work schedule. Shifts to be covered by vacation back-up shall normally be made available to backup staff by Friday, eight (8) days before the start of the schedule.

B. Department management, with input from the bargaining unit, will designate a workweek (or workweeks) consisting of seven consecutive 24-hour periods. The regular work schedule shall consist of three shifts of nine hours and twenty minutes and one shift of nine hours and thirty minutes for a total of 37.5 regularly scheduled hours per workweek. The County agrees that it will not change this schedule configuration without notifying the Union and providing an opportunity to negotiate the effects of such change, unless the change is for a limited duration due to an emergency.

C. When annual work schedules are changed by the County, the employees may select their desired schedule on the basis of seniority.

D. All employees shall be designated as hourly and eligible for compensation at the overtime rate for all time worked in excess of forty (40) hours in a work week. For time worked in excess of 37.5 hours in a work week, but not more than 40 hours, employees will be compensated at the regular straight-time rate. Employees must receive authorization in advance for work in excess of their regular scheduled shifts.

(1) Overtime shall be computed in fifteen (15) minute increments.

(2) By mutual agreement between the employee and supervisor, the employee may receive compensatory time in lieu of pay, at the rate of one hour for each hour in excess of 37.5 but less than forty in a workweek, and one and one-half hour for each hour worked in excess of forty in a workweek. The employee must request compensatory time in advance for each incident of overtime work.

(3) Employees who work on a holiday will receive the overtime rate of pay for all holiday time worked, in addition to the regular straight-time rate of pay for all time worked. Employees with a vacation balance of less than 200 hours may elect to receive compensatory time at the rate of 1.5 times all time worked on a holiday, in addition to the regular rate of pay for all time worked.

(4) An employee who is required to be on stand-by to appear in Court during scheduled time off may elect to be compensated for the time on stand-by with one-half of the employee's regular hourly rate, or compensatory time at the rate of one-half hour for each hour on stand-by. Stand-by time shall be calculated in 15 minute increments, and begins when the Court Manager notifies the employee that he/she is scheduled to be in Court that day, and ends when the employee reports to Court, or is notified that the Court appearance is cancelled.

(5) If an employee reports to Court during scheduled time off he/she may choose to be paid or receive compensatory time at the regular or overtime rate, as applicable, for one hour or actual time worked, whichever is greater.

(6) An employee may elect to receive compensatory time in lieu of cash for attendance at staff meetings or mandatory training outside the employee's scheduled work shift.

(7) Accrued compensatory time will be cashed out at the end of each calendar year, unless the employee requests and is approved to carry over a compensatory time balance, not to exceed 37.5 hours into the following year.

E. Due to the crisis response nature of the work, employees will not have scheduled meal periods or rest periods. Employees are, however, entitled to intermittent rest periods, and are entitled to a thirty (30) minute meal period as close as possible to between two (2) and five (5) hours after the beginning of their work shift. Employees will remain subject to call and in paid status during such rest periods and meal periods.

ARTICLE 12: VACATIONS

Section 1. Regular full-time employees shall receive vacation benefits as indicated in the following table:

EQUIVALENT ANNUAL VACATION

FOR FULL-TIME EMPLOYEE WORKING 37.5 HOUR SCHEDULE

	Years of Service	Maximum Annual Vacation Accrual	
		Hours	Days
Upon hire to end of year	5	90	12 days
Upon beginning of year	6	112.5	15 days
Upon beginning of year	9	120	16 days
Upon beginning of year	11	150	20 days
Upon beginning of year	17	157.5	21 days
Upon beginning of year	18	165	22 days
Upon beginning of year	19	172.5	23 days
Upon beginning of year	20	180	24 days
Upon beginning of year	21	187.5	25 days
Upon beginning of year	22	195	26 days
Upon beginning of year	23	202.5	27 days
Upon beginning of year	24	210	28 days
Upon beginning of year	25	217.5	29 days
Upon beginning of year	26	225	30 days

Section 2. Employees shall expend vacation credits on an hour-for-hour basis for regularly scheduled shifts and shall be paid for vacations at the salary in effect at the time of vacation or upon termination. In cases of death, payment of unused vacation benefits shall be made to the employee's

estate, or, in applicable cases, as provided by R.C.W., Title 11.

Section 3. Employees may accrue up to 450 hours of vacation. Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture at the end of the year of the vacation leave beyond the maximum accrual amount unless a carryover of vacation leave is approved in accordance with County procedures.

Section 4. Employees with at least six months service who leave King County employment for any reason will be paid for their unused vacation up to the maximum specified herein.

Section 5. Employees shall submit their initial vacation requests prior to the first of February each year. Division management shall develop a preliminary vacation schedule for the twelve month period of March 1 to February 29, granting to the extent possible, requested vacation dates in the order established by the random draw. Vacation requests for the first round shall be in increments of not less than one week's duration and not more than four weeks' duration during June, July, August, and December. A week is defined as Saturday through Friday and any portion of a week counts as a week for vacation draw requests. Three (3) employees may be scheduled for vacation at any time unless a greater number is approved by the Crisis and Commitment Coordinator. Additional vacation periods may be granted to requesting employees in the reverse of the order established by the random draw, using new requests submitted for this second round. Requests for the second round shall be limited to not more than two weeks. Following completion of rounds one and two described above, the final vacation schedule shall be posted on or before the first of March each year. The order established by the random draw shall be revised in successive year(s) by moving those employees who did not receive their first requested dates to the top of the list in the same order. New employees shall be placed at the bottom of the list at the time of their employment.

Section 6. All vacation requests made after the first and second rounds shall be granted where possible and on a first-come basis, but only with the mutual agreement of department management and the employee. If more requests are received simultaneously than can be scheduled, the conflict shall be resolved by awarding the time off to the employee with the most accumulated time (vacation and compensatory time). Requests for additional vacation and use of compensatory time on a first-

come basis shall be submitted no earlier than the Friday which is four weeks in advance of the week time off is desired, except as needed for time off to take advantage of training opportunities. (For example, if an employee wishes to have Wednesday of week 26 off, s/he may submit the request no earlier than Friday of week 21.) Vacation requested and scheduled on a first-come basis may be taken in one-half (1/2) hour increments.

Section 7. After the posting of vacation schedules, employees shall be permitted to exchange vacation periods with the approval of the department.

Section 8. Cancellation by an employee of any scheduled vacation should be given to the supervisor at least thirty (30) days in advance of the scheduled vacation. Excess vacation accruals which result from cancellation of a previously scheduled vacation by an employee shall be forfeited at the end of each calendar year.

ARTICLE 13: SICK LEAVE

Section 1. Accrual. Every regular full-time and part-time employee shall accrue sick leave benefits at a monthly rate equal to 0.04616 for each hour in pay status up to a maximum of seven and a half (7-1/2) hours per month. The employee is not entitled to sick leave if not previously earned. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 2. Vacation as Extension of Sick Leave. During the first six months of full-time service a regular employee may, at the Crisis and Commitment Coordinators discretion, be permitted to use any accrued vacation as an essential extension of used sick leave. If an employee does not work a full six (6) months, any vacation credit used for sick leave must be reimbursed to the County upon termination. This section does not limit an employee's use of accrued leave for a qualifying event under the Washington Family Care Act.

Section 3. Minimum Sick Leave Usage. Sick leave may be used in one-half (1/2) hour increments at the discretion of the Crisis and Commitment Coordinator.

Section 4. Immediate Family Definition. For purposes of this article, "immediate family" shall be limited to the children, parents, siblings and spouse or domestic partner of the employee, son-in-law, daughter-in-law, grandparents, grandchildren, father-in-law, mother-in-law, domestic partner's child, domestic partner's parents and spouse's children.

Section 5. Separation from Employment. Separation from or termination of County employment, except by reason of retirement, or lay-off due to lack of work, funds, efficiency reasons or separation for non disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for non-disciplinary medical reasons or be laid off, and return to the County within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in a term limited temporary position.

Section 5.1. Retirement and/or Death Benefit. Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided by Title 11 R.C.W., as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

Section 6. Use Prior to Unpaid Leave. An employee must use all of his or her sick leave before taking unpaid leave for his or her own health reasons. If the injury is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty (80) hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by the Crisis and Commitment Coordinator. This section does not limit an employee's use of leave for a qualifying event under the Washington Family Care Act.

Section 7. Uses of Sick Leave. Sick leave shall be used for the following reasons:

Section 7.1. The employee's bona fide illness; but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

Section 7.2. The employee's incapacitating injury, but:

A. An employee injured on the job illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

B. An employee who chooses to augment workers compensation payments with the use of accrued sick leave shall notify the workers compensation office in writing at the beginning of the leave;

C. An employee may not collect sick leave and workers compensation for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

Section 7.3. The employees' exposure to contagious diseases and resulting quarantine.

Section 7.4. A female employee's temporary disability caused by or contributed to by pregnancy and childbirth.

Section 7.5. Employee keeping health care appointments, provided that employees shall make a reasonable effort to schedule appointments on their time off in order to minimize the impact on Department operations.

Section 7.6. To care for the employee's child if the child has an illness or health condition which requires treatment or supervision from the employee;

Section 7.7. To care for other family members, if:

A. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty hours (1040) in the preceding twelve (12) months;

B. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

C. The reason for the leave is one of the following:

(1) The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve

months of the birth, adoption or placement;

(2) The care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

(3) Care of a family member who suffers from a serious health condition.

Employees who are eligible for leave benefits may use accrued paid leave balances (sick leave, vacation, compensatory time) for family care as provided by the Washington Family Care Act.

Section 8. King County Family and Medical Leave. Bargaining unit members shall be granted benefits consistent with all provisions of the King County Family and Medical Leave Act (KCFML), K.C.C. 3.12.220(I). An employee may take a total of up to eighteen (18) weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in sections 7.5 and 7.6 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

Section 8.1. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the Crisis and Commitment Coordinator.

Section 8.2. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

Section 8.3. If an employee requests intermittent leave or leave on a reduced leave schedule, under Section 8.2 above, that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

Section 8.4. Use of Donated Leave. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

Section 8.5. The county shall continue its contribution toward health care during any unpaid leave taken under Section 8.

Section 9. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

Section 10. An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to bona fide layoff provisions, to:

A. The same position he or she held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.

Section 11. Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from county service.

Section 12. Bereavement Leave.

A. Regular and term-limited temporary, full-time employees shall be entitled to three (3) scheduled shifts of bereavement leave per year due to death of members of their immediate family. Regular part-time employees shall be entitled to bereavement leave prorated according to their scheduled hours of work per workweek.

B. Regular, full-time employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of three (3) scheduled shifts for each additional death of a member of the employee's immediate family. Regular part-time employees shall be entitled to use sick leave prorated according to their scheduled hours of work per workweek.

ARTICLE 14: HOLIDAYS

Section 1. All regular employees shall be granted the holidays provided in R.C.W. 1.16.050 which currently lists the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th (or County observed Holiday)
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and any designated by public proclamation of the chief executive of the state as a legal holiday. Holidays shall commence at 12:01 a.m. and end at midnight. In addition, each employee shall receive two (2) additional personal holidays. These days shall be administered through the vacation plan. One day (7.5 hours) shall accrue to all employees in a pay status as of the first of October and the second day (7.5 hours) shall accrue to all employees in a pay status as of the first of November of each year. Employees will be able to use these days in the same manner as they use vacation days earned.

Section 2. Employees will be paid at the overtime rate for all time worked on a holiday, in addition to the regular straight-time rate of pay. An employee must be in a pay status on the employee's scheduled working day prior to and the employee's scheduled working day after the holidays set forth above in order to receive holiday pay.

2.A. When a holiday falls on an employee's scheduled day off, the employee will receive 7.5 hours holiday pay at the straight time rate.

2.B. When a holiday falls on an employee's scheduled work day, and the employee does not work, the employee will receive 7.5 hours holiday pay at the straight time rate, and must use accrued vacation, sick leave, or compensatory time as appropriate for the remainder of the scheduled time for that shift.

2.C. Employees with a vacation balance of less than 200 hours may elect to receive compensatory time at the rate of 1.5 times all time worked on a holiday, in addition to the regular rate of pay for all time worked.

Section 3. In the event there is a requirement to increase staffing on the recognized holidays, employees will participate in developing changes to the master work schedule as provided in Section 1 of Article 11.

Section 4. Procedures for determining holiday coverage will be developed by a joint labor-management committee.

Section 5. After the final vacation schedule is posted, on or before the first of March each year - a procedure for Holiday coverage for the remaining seven (7) holidays of the year and the first three (3) holidays of the subsequent year will be developed. Whenever possible, holiday assignments will be based on volunteers from the staff. However, if there are insufficient volunteers, management will assign staff from the potential working pool. Assignment will be based on a number of factors including the number of other major holidays worked and the general work schedule.

ARTICLE 15: EMPLOYEE RIGHTS

Section 1. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or the program of the agency or present a conflict of interest.

Section 2. If at any level, the County determines to bring disciplinary action against any career service employee, such disciplinary action shall be for just cause, shall be in compliance with county policy and the employee shall be apprised of his/her rights of appeal and representation as provided for in the Grievance Procedure of this Agreement.

Section 3. The employee and/or representative may examine the employee's personnel file(s) if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job

performance or personal character shall be brought to his or her attention. The employee may challenge the propriety of including it in the file(s). The employee shall have the right to insert documentation into the file(s), providing such documentation is relevant to the challenge. Unauthorized persons shall not have access to employee files or other personal data relating to their employment.

Section 4. No employee shall be required to use equipment which is not in a safe condition. In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the immediate supervisor in writing. Employees will not be disciplined for reporting unsafe equipment or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if the employer determines the equipment to be unsafe. At such time as the employer determines the equipment to be safe, the employee will be advised in writing.

ARTICLE 16: MISCELLANEOUS

Section 1. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by County Council action. Employees required to attend mandatory staff meetings on their day off will be reimbursed for mileage and parking.

Section 2. The Union and the County recognize that the nature of the services offered by the County necessitates the use of temporary employees (commonly referred to as extra-help employees). These employees are part of the bargaining unit and subject to the terms of the Agreement. Temporary employees are not eligible for vacation, sick leave, holiday, medical, dental or other insurance benefits. However term-limited temporary employees are eligible for all benefits contained in this agreement. The County agrees that these employees are supplementary to the regular work force and shall not be used to displace regular employees or undermine the integrity of the bargaining unit. Temporary and term-limited temporary employees are considered at-will and may be terminated without recourse to the just cause provisions or the grievance procedures in Article 9. Just cause provisions and the grievance procedure will apply to all other forms of disciplinary action.

Section 3. The County may provide employees release time to attend training programs that will be beneficial to their job performance. Notice of all such training opportunities which

management deems appropriate will be made available to all employees in writing. If the County requires attendance at such training programs, the County will pay the expenses incurred.

Section 4. Changes in written procedural guidelines or other work rules or regulations will be implemented only upon written notification of revisions. No employee shall be held responsible for violation of a written instruction, regulation, rule or guideline provided oral instructions to do so were received from supervisory personnel.

Section 5. The County and the Union agree to establish a Labor-Management Committee. The purpose of the Committee is to discuss matters of concern to either party, and promote effective labor-management communications. Meetings shall be scheduled upon request of either the Crisis and Commitment Coordinator or Union Representative (or designee), at a time mutually agreed by the parties. Up to three members of the bargaining unit shall be entitled to participate in Committee meetings. Employees may be released during work hours to attend Committee meetings, except that no overtime obligation will result from Committee activities. As soon as practical after the execution of this Agreement, the parties agree to convene the Labor-Management Committee to consider (and to agree to collective bargaining agreement (CBA) modifications as appropriate) issues, including but not limited to holiday assignments and holiday pay as outlined in Article 14 sections 2(A) and 2(B).

Section 6. Promotions shall be made in accordance with the King County Personnel Guidelines. Any employee who is promoted within the Division and does not successfully complete the probationary period for the position to which promoted, shall have a right to return to his/her former position if it is vacant and available; this includes employees promoted out of the bargaining unit. If the former position is not available, and the employee is separated from the promotional position during the probationary period, the re-hire provisions of Article 10 Section 2 will apply.

Section 7. Job Sharing. County Designated Mental Health Professionals may be permitted to job share or to work part-time when practicable based on staffing requirements, budget constraints, and at management's prerogative.

Section 8. COPE. King County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit

the same to the Union.

ARTICLE 17: WAGE RATES

Section 1. New career service employees shall be hired at Step 1 of their respective pay range or a higher step at the discretion of management. Employees hired at Step 1 shall be advanced to Step 2 after the successful completion of a probation period of at least six (6) months, which may be extended to up to twelve (12) months by the hiring authority. Non-probationary career service employees on Step 2 through Step 10 will receive a one step increase effective January 1 of each year.

Section 2. Temporary employees including term limited temporaries will be paid per the following schedule and increases in succeeding years per sections 2 and 3 of this Article:

0 - 320 hours worked	90% of Step 1
321 - 640 hours worked	100% of Step 1
641 + hours worked or previous employment as a King County Designated Mental Health Professional	110% of Step 1

Section 3. Term Limited Temporary employees. The County may employ term limited temporary employees as defined in County Ordinance.

Section 4. Payroll System. The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act's work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

Section 5. Cost-of-living Adjustment (COLA). The parties agree that COLA will be paid to bargaining unit members, for each of the years covered by this CBA, pursuant to the terms and conditions of the Union Coalition COLA Memorandum of Agreement (document code: 000U0310_COLA-2011_030) signed by SEIU Local 925 on November 8, 2010, attached as Addendum B.

ARTICLE 18: DURATION

This Agreement shall become effective when ratified by the parties, including adoption as an ordinance by the King County Council, and covers the period January 1, 2012 through and including December 31, 2014. Written notice of desire to modify this agreement shall be served by either party upon the other at least sixty (60) days prior to the date of expiration.

APPROVED this 3RD day of OCTOBER, 2012.

By: Dow Constantine

King County Executive

Ida Kovacic

Ida Kovacic, Organizer/Representative
Service Employees International Union, Local 925

ADDENDUM A

Service Employees International Union, Local 925
Involuntary Commitment Specialists

King County Hourly Squared Pay Schedule

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range
3111100	311101	Involuntary Commitment Specialist	60

Temporary Employees	
0 - 320 Hours Worked	90% of pay Range 60, Step 1
321 - 640 Hours Worked	100% of pay Range 60, Step 1
641 + Hours Worked or Previous employment as a King County Designated Mental Health Professional	110% of pay Range 60, Step 1

ADDENDUM B

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;.

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Service Employees International Union, Local 925 - Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

cba Code	Union	Contract
030	SEIU, Local 925	Involuntary Commitment Specialists - Mental Health, Department of Community and Human Services

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Service Employees International Union, Local 925 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for

ADDENDUM B

Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. <u>2013 COLA</u>
Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>
Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

ADDENDUM B

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For Service Employees International Union, Local 925:

Nov. 8, 2010
Date

For King County:

11-8-2010
Date

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office